

4-2167

Mr. O'Dorgan 11-02

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JUN 29 1982

EWING TOWNSHIP
BOARD OF EDUCATION

AGREEMENT

between

BOARD OF EDUCATION, TOWNSHIP OF EWING, Township of
and Bundab Education
ADMINISTRATIVE SECRETARIES

X July 1, 1982 through June 30, 1984

ARTICLE III (contd.)

Step 2. If the grievance has not been settled, it shall be presented in writing by the employee (or employee's representative) to the Superintendent of Schools within three (3) working days after the supervisor's response is due. The Superintendent shall respond to the employee (or employee's representative) in writing within three (3) working days.

Step 3. If the grievance still remains unadjusted, it shall be presented by the employee (or employee's representative) to the Board of Education in writing within three (3) days after the response of the Superintendent of Schools is due. The Board of Education shall respond in writing to the employee (or the employee's representative) within two (2) calendar weeks. The decision of the Board of Education shall be final and binding.

ARTICLE IV
EMPLOYEE RIGHTS

- A. Whenever any employee is required to appear before the Superintendent, the Board, or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment, or the salary of any increments pertaining thereto, then employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative present for advice and representation during such meeting or interview.
- B. Pursuant to Chapter 123 of the Public Laws of 1974, the Board and the employees hereby agree that every employee within the defined bargaining unit shall have the right to freely organize, join and support or refrain from joining or supporting the group for the purpose of engaging in collective negotiations with the Board, and the Board will not directly or indirectly discourage, deprive or coerce any employee with respect to the exercise of such rights. The Board further agrees that it will not discriminate against any employee by reason of membership in the group, participation of the lawful activities of the group, or the processing of any grievance hereunder.

ARTICLE V
WORK SCHEDULE

- A. The work schedule for all full time employees is as follows:
 - September 1 through school closing - eight (8) hour day
(includes one (1) hour off for lunch)
 - Day after schools close through August 31 - seven (7) hour day
(includes three quarter (3/4) hour off for lunch)

This daily schedule to be in effect whenever school is not in session.
- B. Employees located in the Administration Building will be scheduled in such a way so that the building will be covered until 4:00 p.m. when schools are not in session.
- C. If employees in the unit are requested to work in unsafe or unhealthy conditions, these employees shall have the right to grieve.
- D. Employees are to work when schools are closed for emergencies, unless notified otherwise by their immediate supervisor.

ARTICLE VI
LEAVES OF ABSENCE

- A. One (1) day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.
- B. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides for up to three (3) days leave at full pay during any one year (no unused days shall be accumulated) for any of the following reasons:
 - I. Illness in the immediate family. Immediate family shall be considered: father, mother, sister, brother, spouse, child, or any member of the immediate household.
 - II. Death of a relative or close friend.
 - III. Recognition of religious holiday. If personal leave days are exhausted because of observance of religious holidays, the employee may apply for additional personal leave due to an emergency.
 - IV. Marriage of the employee or marriage in the family. Family shall be considered: father, mother, sister, brother, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
 - V. Court subpoena.
 - VI. Personal, legal business, or family matters which cannot be handled outside of scheduled work hours.
 - VII. Any other emergency or urgent reason not included in I to VI above, if approved by the Superintendent of Schools.
- C. All requests for personal leave shall be submitted in writing, on the proper form (in advance when possible) recommended by the supervisor, and approved by the Superintendent. Requests for such leave on the day preceding or immediately following a vacation period will be honored only in unusual cases. Only in an emergency may a request be made verbally. However, in such cases a written request must be filed within one (1) week.
- D. Three (3) additional days leave may granted for death in the immediate family (immediate family is considered the same as "I." above plus in-laws).
- E. After fifteen (15) years of continuous service in the district, upon retirement, payment for unused sick leave shall be at one-half ($\frac{1}{2}$) the average hourly rate of pay for the last twelve (12) months of employment up to a maximum of \$2250.

ARTICLE VII
HOLIDAYS

- A. The Employer shall list a minimum of twelve (12) holidays annually.
- B. The listed holidays appear as attached.
- C. There will be an additional six (6) days granted: (a) two (2) days to attend the N.J.E.A. convention, (b) two (2) days Christmas recess and, (c) two (2) days Easter recess.

ARTICLE VIII
VACATIONS

- A. Only full time twelve (12) month employees shall be granted paid vacations on the following basis:
 - One (1) day per month during the first year of service for a maximum of ten (10) days.
 - One (1) year of service through five (5) years of service - ten (10) days.
 - Six (6) years of service through ten (10) years of service - fifteen (15) days.
 - Over ten (10) years of service - twenty (20) days.
- B. Vacations may be taken anytime during the year with the approval of the immediate supervisor.
- C. An employee must have started to work prior to the sixteenth (16th) of the month in order to receive credit for the entire month.
- D. All employees who have heretofore or hereafter become twelve (12) month employees after serving the district as ten (10) month employees shall be given credit for the purpose of computing their vacation entitlement for all years in the district whether it is ten (10) or twelve (12) month employees.

ARTICLE IX
TERMINATION OF EMPLOYMENT

- A. The contract of a non-tenure employee may be terminated by either the Board or by the employee upon prior written notification of at least two (2) weeks. Such termination carried out by the Board need not be for cause nor is it required that a statement of reasons be given or a hearing afforded. However, the parties acknowledge that they are in agreement that it is to their mutual benefit that terminated employees shall be made aware of the reasons for termination and be given an opportunity to be heard. To that end, the Board shall attempt (at its discretion) to furnish a statement of reasons for termination and grant an opportunity to be heard to a terminated employee who has not achieved tenure.

ARTICLE X
SALARIES

- A. The pay schedule for all employees covered by this Agreement shall be as set forth in Appendix "A" attached.
- B. One and one-half ($1\frac{1}{2}$) times the employees' hourly rate will be paid for work performed over forty (40) hours per week. Double time shall be paid for: (a) all work performed on Sundays, (b) all work performed on holidays as listed annually by the Employer.
 - 1. Employees who work overtime for the district shall be permitted to receive compensatory time for such overtime in lieu of monetary remuneration if so desired by the employee.
- C. For the purpose of overtime: (a) a sick day will count toward the forty (40) hours, (b) a personal day will not count toward the forty (40) hours.

ARTICLE X (contd.)

- D. A new employee must be employed prior to January 1 in order to qualify for the next higher pay level on the salary guide for the following year.
- E. Office personnel shall be paid every two (2) weeks.

ARTICLE XI
INSURANCE

- A. The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program.
- B. For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan or in cases where appropriate, an amount equal to the full premium for the single plan plus:
 1. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement, effective July 1, 1982 and ending June 30, 1984.
- C. In addition the Board shall offer a \$1.00 co-pay Prescription Drug Plan with a company selected by the Board.
- D. In no case will a person be covered under more than one plan. For each employee who terminates employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one (1) full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.

ARTICLE XII
PROMOTIONS

- A. Notice of a vacancy in the system in positions included in this Agreement will be given by the Assistant Superintendent to the employees. Such notice will set forth pertinent information about the position, if deemed necessary by the Assistant Superintendent, and will indicate the closing date for receiving applications from employees within the school system.
- B. The Assistant Superintendent shall consider all applications.
- C. The Board reserves the right to appoint or retain whom it will to any position.
- D. In determining a new salary for an employee who is promoted, either Step 1 or Step 2 below will be applied, whichever is in the best interest of the employee.
 1. Upon promotion the employee will move to the new category with an increase in salary at a level which is just above that which the employee is currently receiving plus one step, with the understanding that if the promotion is made prior to January 1 the

ARTICLE XII (contd.)

employee then would qualify to move to the next higher pay level on the salary range for the coming year, and if the promotion is made after December 31 that the employee would remain at the same level on the salary range for the coming year.

2. It should be understood that an employee who is promoted will receive a salary that is one level above that which the employee would receive if the employee were new to the district (credit for experience shall be given). Salary is not to exceed the fourth (4th) level.

ARTICLE XIII
VOLUNTARY TRANSFERS

- A. Employees who desire transfer or reassignment for the next school year may file a written statement of such desire with the Assistant Superintendent. Such statement shall specify the position in which the employee is interested and shall constitute a commitment that he/she will accept the position if it is offered.
- B. No later than April 30th of each school year, the Assistant Superintendent shall cause to be posted in each school building a list of the known vacancies for the following school year. Any employee who wishes to apply for a specific position on this list may do so.
- C. The Assistant Superintendent shall consider all requests for transfer or reassignment from members of the staff as well as applications from others outside the school program.
- D. The Board reserves the right to appoint or retain whom it will to any position.

ARTICLE XIV
INVOLUNTARY TRANSFERS

- A. Involuntary transfers and reassessments shall be subject to the provisions of the grievance procedure; however, the decision of the Board shall be final and binding.

ARTICLE XV
REDUCTION OF STAFF

- A. In the event of reduction of staff, seniority shall prevail.

ARTICLE XVI
ADMINISTRATION OF CONTRACT

- A. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.

ARTICLE XVI (cont'd.)

- B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.

ARTICLE XVII
TERM AND DURATION

- A. This Agreement shall be in effect as of July 1, 1982 subject to the rights of the parties to negotiate a successor agreement as provided in Article II.
- B. This Agreement shall not be extended orally or in writing, and it is explicitly understood that it shall expire and terminate absolutely on June 30, 1984.

APPENDIX "A"

SALARY GUIDE12 MONTH EMPLOYEES

<u>Pay Level</u>	*Administrative Secretary 1982-83	*Administrative Secretary 1983-84
1	\$ 14,150	\$ 14,500
2	14,550	15,000
3	15,050	15,500
4	15,540	16,000
5	16,250	16,750
6	17,345	17,500
7	18,550	18,800
8	19,745	20,850

- A. The employee filling the position of (*) Senior Administrative Secretary (Secretary to the Business Administrator/Board Secretary) will receive an additional \$500 above the stated amount on this guide (range being \$14,650 - \$20,245 for 1982-83 and \$15,000 - \$21,350 for 1983-84).
- B. Employee filling position of (*) Senior Administrative Secretary to the Business Administrator/Board Secretary will receive an additional \$1600 for 1982-83 and \$1800 for 1983-84 for required attendance at all public Board meetings for the purpose of taking official minutes of the meetings (based on nine (9) hours per month at one and one-half (1½) times the employee's hourly rate), for present employee.
- C. The Employer shall be responsible to determine the placement of all new employees on the salary guide.
- D. A new employee shall be appointed for a three (3) month probationary period.
- E. Each employee will receive notification of reemployment and a copy of this agreement, classification, and salary for the forthcoming year.

IN WITNESS WHEREOF, the parties have hereto set their hands this

21st

day of June

, 1982

FOR THE ADMINISTRATIVE SECRETARIES

FOR THE EMPLOYER

I. Evelyn Disbrow
I. Evelyn Disbrow

David Popp
David Popp, President
Board of Education
Ewing Township, New Jersey

Lois Dennis
Lois Dennis

J. Bryce Morgan
J. Bryce Morgan, Business Administrator/
Board Secretary
Board of Education
Ewing Township, New Jersey

HOLIDAYS

ADMINISTRATIVE SECRETARIES
1982-83

July 5	Independence Day
September 6	Labor Day
November 2	Election Day
November 11	Veteran's Day (A)
November 12	N.J.E.A. Convention (A)
November 25	Thanksgiving Day
November 26	Thanksgiving Recess
December 24	Christmas Recess
December 31	New Year's Day
January 14	Martin Luther King, Jr.'s Birthday
February 11	Lincoln's Birthday
February 14	Presidents' Day
April 1	Good Friday
May 30	Memorial Day

(A) - Extra Day Off